

LEASE AGREEMENT

BETWEEN

FIRST CAMPUS LIMITED PARTNERSHIP
AND
MONTGOMERY COUNTY, MARYLAND

DATED: MARCH 9, 2005

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LEASE AGREEMENT

THIS AGREEMENT, entered into this ____ day of March, 2005 by and between First Campus Limited Partnership a Maryland limited partnership having an address of 702 Russell Avenue, Suite 400, Gaithersburg, Maryland 20877 (hereinafter referred to as "Landlord") and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as "the County"). (The Landlord and the County together the "Parties").

WITNESSETH:

In consideration of the rent hereinafter reserved, and the covenants hereinafter contained, the Parties hereto mutually agree as follows:

1. PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises described as Suite 110 comprising 7,536 square feet of space on the first floor of the building, located at 20400 Observation Drive, Germantown Maryland as outlined in red on "Exhibit A" attached hereto and made a part hereof. The Landlord shall construct the interior tenant improvements substantially in accordance with the interior space plan set forth in Exhibit "B" ("Tenant Improvements") and the construction schedule attached hereto as Exhibit "C".

2. TERM: The term of this Lease shall be five (5) years commencing on the date the Landlord delivers possession of the premises to the County. It is presently anticipated that the Premises will be delivered to the County upon completion of the Tenant Improvements, on or about May 1, 2005.

3. RENEWAL AND TERMINATION

A. OPTION TO RENEW: (i) Provided that this Lease shall be in full force and effect, County is not then and has not been in default of the Lease, and County is occupying one hundred percent (100%) of the Demised Premises, County shall have the

right, to extend the Lease for one additional period of five (5) years (such additional period being herein referred to as the "extension term" if exercised, and included in the definition of the Lease Term). The extension term shall be on the same terms, covenants and conditions as set forth herein with respect to the original term of this Lease, except that (a) the Base Annual Rent payable during the extension term shall be at 100% of the then prevailing market rent, as determined by mutual agreement or an MAI Appraisal Process, but not less than rent paid during the last Lease Year of the initial term, and (b) County shall retain possession of the Demised Premises in its "as is" condition.

(ii) In the event County shall wish to exercise the option to extend, it shall request in writing ("Initial Term Renewal Request") from Landlord, a quote of the Base Annual Rent for the extension term not less than twelve (12) months prior to the expiration of the initial Term of the Lease. Within ten (10) days after such Initial Term Renewal Request, Landlord shall give County written notice of such quote. County shall then have twenty (20) days after the date of Landlord's notice in which to exercise such extension option by written notice to Landlord accepting the Base Annual Rent quoted by Landlord or stating that County is exercising the extension option and wishes to have the Base Annual Rent for the extension term determined by the MAI Appraiser Process. In the event that County does not exercise the option or provide Landlord with a written response within said twenty (20) day period the extension option shall terminate immediately and Landlord shall be relieved of any and all liability created by the grant of such option. The option to extend granted hereby may not be assigned or transferred by County.

(iii) If County elects to have the Base Annual Rent for the extension term determined by the MAI Appraisal Process, then the fair market rent for the first lease year of the extension term shall be independently determined by two (2) disinterested real estate appraisers, one (1) of whom shall be named by Landlord and one (1) by County. Said appraisers shall each be practicing appraisers in Montgomery County, Maryland, specializing in the field of commercial real estate, having no less than ten (10) years experience in such field, recognized as ethical and reputable within their field, and certified as MAI or an equivalent professional certification if MAI no longer exists. Landlord and County agree to make their appointments promptly within thirty (30) days

after Landlord's receipt of County's notice to extend, or sooner if mutually agreed upon. Within forty-five (45) days after both such appraisers have been appointed, each appraiser shall submit his or her determination of said fair market rent. The Base Annual Rent for the first lease year of the extension term shall be the average of the two (2) determinations; provided, however, that if two of the appraisers are not within ten percent (10%) of each other, then the two (2) appraisers shall select a third appraiser with the qualifications described above within ten (10) days after submitting their determinations of the fair market rent. Within forty-five (45) days after the third appraiser is selected, such appraiser shall submit his or her determination of said fair market rent. In such event, the Base Annual Rent for the first lease year of the extension term shall be the average of the third appraiser's determination and the determination of the other two (2) appraisers which is closest to the third appraiser's determination. However, the Base Annual Rent shall not be less than rent paid during the last Lease Year of the initial term of the Lease Agreement. In arriving at their individual rate determinations, each appraiser shall consider and analyze all the components of the Lease and apply them to current market factors. Landlord and County shall pay the fee of the appraiser selected by it and if a third appraiser is used, they shall equally share the payment of the fee of the third appraiser. Notwithstanding the foregoing, Landlord and County may at any time after appointing the appraisers, agree upon the Base Annual Rent payable during the first lease year of the extension term and such mutual agreement shall supersede the appraisers' determinations.

(iv) At the commencement of each of the second and each subsequent lease year of the extension term, the Base Annual Rent shall be increased by three percent (3%) per annum.

B. RIGHT TO TERMINATE: In addition to the County's right to terminate under Section 25 below, the County may terminate the Lease by providing written notice 270 days in advance to the Landlord of the County's intention to terminate at any time following the third anniversary of this Lease if, and only if, it is consolidating its work force from the Premises to the new County owned Office Building (located at Darnestown Road and Great Seneca Highway) that is then complete and available for

such occupancy and consolidation. The County must cooperate with the Landlord by permitting the Landlord to show the Leased Premises to prospective tenants, and Landlord will use reasonable efforts to ensure that its marketing activities do not hinder the County's use of the Premises for the intended purpose.

4. BASE RENT: Commencing upon delivery of the Premises to the County, the Rent Commencement Date, the County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

	Annual	Monthly
1 st Year	\$153,734.40	\$12,811.20
2 nd Year	\$158,346.43	\$13,915.54
3 rd Year	\$163,096.83	\$13,591.40
4 th Year	\$152,344.00	\$12,695.33
5 th Year	\$156,914.00	\$13,076.17



All payments are to be made in advance of the first day of each month, during each lease year, and shall be payable to: **First Campus Limited Partnership, c/o Guardian Realty Management, Inc., 702 Russell Ave. Suite 400, Gaithersburg, Maryland 20877.**

The first month's rental payment shall be due and payable within thirty (30) days after execution of the Lease. If the Rent Commencement Date occurs on other than the first day of the calendar month, the Base Rent shall be pro-rated at the rate of one-thirtieth (1/30) of the applicable monthly installment per day for each day of such partial month.

5. TENANT IMPROVEMENTS: The Landlord shall provide all professional services, which shall include the required space planning and architectural / engineering services for the development of construction drawings in accordance with the tenant space plan attached in Exhibit "B". The construction drawings will be submitted for permitting following the County's approval in accordance with Exhibit "C". The Landlord shall not provide any telephone, data or computer cabling and equipment required for County occupancy. County shall coordinate the installation of all wiring for telephone, data and computer equipment with

the Landlord or its contractor. Landlord shall provide all other construction services required for the construction of the Tenant Improvements in accordance with the space plan attached as "Exhibit B". The County shall pay a portion of the costs of the Tenant Improvements equal to One Hundred Fifty-Four Thousand, Nine Hundred Thirty-Eight Dollars (\$154,938.00) and shall deliver such payment to Landlord within (30) days after Landlord's delivery of the Premises to the County and receipt of an invoice from the Landlord.

6. REAL ESTATE TAXES AND ANNUAL OPERATING COSTS:

A. Commencing with the first Calendar Year following the Base Year and every Calendar Year thereafter, Landlord will forward to the County a statement and copies of paid tax receipts setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the Property of which the Leased premises are a part. The County shall pay, as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement and receipts, any increase in the said Real Estate Taxes over the Real Estate Taxes assessed against the Property of which the Leased Premises are a part during the "Base Year." The Base Year is defined as the calendar year 2005. The Landlord's statement must contain copies of Real Estate Tax billings for the Base Year as well as the tax year for which the payment is required.

B. The term "Real Estate Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, now or hereafter assessed, levied or imposed upon the Building, and the land on which it is built, including, without limitation, front foot benefit charges and adequate public facility costs and assessments, together with (i) any tax, assessment, or other imposition in the nature of a real estate tax, (ii) any ad valorem tax on rent or any tax on income if imposed in lieu of or in addition to real estate taxes and assessments, and (iii) any taxes and assessments which may hereafter be substituted for real estate taxes, including by way of illustration only, any tax, assessment or other imposition (whether a business rental or other tax) now or hereafter levied upon Landlord for County's use or occupancy of or conduct of

business at the Leased Premises, or County's improvements to or furniture, fixtures or equipment in the Leased Premises. "Real estate taxes" shall also include all reasonable and verifiable costs incurred by Landlord in contesting the validity or amount of any such taxes.

C. Throughout the Lease Term, County agrees to pay to Landlord, as Additional Rent, County's Proportionate Share, as set forth below, of any increase in operating expenses during each calendar year over the Base Year Operating Expenses. The term "operating expenses" shall mean any and all reasonable and verifiable expenses incurred by Landlord in connection with owning, managing, operating, maintaining, servicing, insuring and repairing the Building, and the attached land and parking lot, and its related exterior appurtenances, including but not limited to: (1) wages and salaries of all employees engaged in the management, operation or maintenance of the Building, including taxes, insurance and benefits relating hereto; (2) all supplies, materials, equipment and tools used in the operation or maintenance of the Building; (3) cost of all maintenance and service agreements for the Building and the equipment therein, including but not limited to controlled access and energy management services, window cleaning and elevator maintenance; (4) cost of all insurance relating to the Building, including the cost of casualty, liability and rent loss insurance applicable to the Building and Landlord's personal property used in connection therewith; (5) general and special repairs and maintenance; (6) management fees; (7) legal, accounting, auditing and other professional fees; (8) the cost of any additional services not provided to the Building at the Commencement Date of the Lease Term, but thereafter provided by Landlord in the prudent management of the Building; (9) reasonable reserves for replacements, repairs and contingencies; (10) costs for char service and cleaning supplies; (11) costs for utility services such as electricity, gas, water and sewage (including any costs incurred in changing the provider providing electricity services); (12) the cost of any capital improvements or alterations made to the Building after the Commencement Date of the Lease Term, that reduce other operating expenses, or which are required under any governmental law or regulation that was not applicable to the Building at the time it was constructed, such cost to be amortized over such reasonable period as Landlord shall

determine, together with interest on the unamortized balance at the rate paid by Landlord on funds borrowed for the purposes of constructing said capital improvements; (13) transportation district fees, parking district fees, and the cost of other amenities required by law; and (14) "real estate taxes" (as hereinafter defined). "Operating Expenses" shall not include any of the following, except to the extent that such costs and expenses are included in operating expenses as described in the previous sentence: capital expenditures; depreciation of the Building or equipment therein; costs of painting or decorating tenant space; leasing brokerage commissions; interest and amortization of mortgages; ground rent; or the costs of special services or utilities separately charged to individual tenants of the Building.

D. The County shall pay to the Landlord said increased taxes and operating costs as additional rent for the County's proportionate share of the building, which share is determined to be 11% within thirty (30) days after receipt of Landlord's statement. The County proportionate share is computed as follows: 7536 gross square feet in suite 110 divided by gross 68,401 square feet in the Building.

7. PARKING: The Landlord shall grant the County use of the parking lot at no additional cost allowing 4 parking spaces per 1,000 square feet of leased office space. County vehicles parked will include in service police and fire passenger vehicles. Larger vehicles and apparatus shall be parked along Boland Farm Road, immediately adjacent to the Building.

8. USE: The County covenants and agrees that said premises shall be used and occupied by the Montgomery County Government as general government offices, and for no other purposes. The County shall have the right to occupy and use the premises 24 hours a day, seven days a week.

9. PROPERTY DAMAGE AND LIABILITY INSURANCE:

A. County shall have the right to self-insure. The County is a member of the Montgomery County Self-Insurance Program; Article 20-37 of the Montgomery County

Code restricts the legal defense fund to members of the Fund and does not allow for outside entities. The certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$500,000 aggregate and \$200,000 each occurrence and \$20,000 per person, \$40,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for worker's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986. This insurance policy must be maintained continuously by the County during the full term of this contract and during and any extension of the contract term.

B. County agrees that it will not keep in or upon the Leased Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event County's occupancy causes any increase in the insurance premiums for the Building or any part thereof, County shall pay the additional premiums as they become due. Throughout the Lease Term, the County shall maintain all-risk property insurance on the value of all tenant furniture, fixtures and contents on the Leased Premises. County has the right to review the Landlord's policy (ies) premium and rates.

C. County will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from any act or omission of County or its agents, contractors, employees at or upon the Premises or the Building at the Leased Premises, or the occupancy or use by County of the Leased Premises or any part thereof, or the County's use of the Building or common areas provided by Landlord for the use of County or its agents, employees, guests or invitees. Landlord shall provide notice to County as soon as practical of any and all claims under which Landlord will rely on this indemnification. County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of the County's violation of any law or ordinance.

D. County further agrees that all personal property in the Leased Premises shall be and remain at County's sole risk, and Landlord shall not be liable for any damage to or

loss of such personal property excepting damage arising out of the negligent acts or omissions of the Landlord, its agents, contractors or employees.

E. County shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described within thirty (30) days from execution of this Agreement. County reserves the right to self-insure.

F. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2002 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time.

G. Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of one million dollars (\$1,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury. Montgomery County, Maryland shall be named Additional Insured on the liability policy. Landlord shall provide an All Risk Property Policy to protect the interest of the County and the Landlord against loss caused by the perils insured in the amount of one-hundred percent (100%) of the insurable values of the property.

H. Landlord shall provide a certificate of insurance evidencing the coverage herein above described within thirty (30) days from execution of this Agreement.

I. Landlord will indemnify County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises or the Building by any grossly negligent act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the grossly negligent acts or omissions

of the County, the County's agents, and employees. The County must provide to Landlord as soon as practical, notice of any and all claims under which County will rely on this indemnification. Landlord shall indemnify County against any penalty, damage or charge incurred or imposed by reason of Landlord's violation of any law or ordinance.

10. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises upon reasonable notice to County, except in the event of emergency, and at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective tenants during the 12 months preceding expiration of the Lease term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with County's use of the Leased Premises. Landlord shall provide controlled access to the front and rear entrances to the building.

11. SERVICES: Landlord, at Landlord's expense, shall provide full service maintenance including but not limited to all utilities, maintenance and repairs, trash removal and pest control within the Leased Premises. Landlord, at Landlord's expense, shall provide janitorial services within the Leased Premises, after 5:00 P.M., Monday through Friday. Landlord shall be responsible for cleaning the common area and the outside building areas including sidewalks, walkways, and pavement areas, keeping same free and clear of snow and ice. The Landlord shall also provide trash receptacles in the building and an area for recycling. The Landlord shall also make all necessary maintenance, repairs and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

A. Maintenance and Repairs – Emergencies: In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after written notice from the County, then County shall have the right but

not the obligation to correct these problems and be reimbursed the reasonable and verifiable cost thereof by Landlord.

B. Maintenance and Repairs – Routine: In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within 10 days after written notification of same by the County, County shall have the right but not the obligation to correct these problems, and be reimbursed the reasonable cost thereof by Landlord.

12. HVAC: Landlord agrees to maintain, repair or replace the existing heating, ventilation and air conditioning system. The air conditioning shall be so balanced as to provide a temperature range between 72 and 78 degrees. The heating shall be so balanced as to provide a temperature range between 68 and 72 degrees. Landlord shall, during emergencies, change these temperature guidelines in accordance with Federal, State and local requirements. Landlord agrees to provide heating and air conditioning to the Leased Premises during those seasons of the year when such services are required, from 8:00 am until 6:00 pm, Monday through Friday and from 9:00 am until 1:00 pm on Saturdays, exclusive of legal County, State or Federal holidays. Should the County require HVAC services beyond the hours set forth above, Landlord will furnish such additional service at the then-prevailing hourly rate, as established by Landlord from time to time, provided that the County gives Landlord no less than twenty-four (24) hours advance written notice of the need therefor.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. County shall provide Landlord with plans and specifications of said work. County agrees to reimburse Landlord for all costs incurred by Landlord in reviewing County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor (who shall be

licensed and insured in the State of Maryland), and such approval shall not be unreasonably withheld conditioned or delayed. Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as additional rent hereunder.

B. All alterations, additions, or improvements made by either of the Parties upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the termination of this Lease unless Landlord requires County to remove such property at the time Landlord approves installation of such improvements. County shall, with Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, have the right to install any furniture or office machinery necessary in the conduct of its business within the Leased Premises, and the same shall remain the property of the County, and shall be removed by County upon the termination of this Lease.

C. Landlord will not approve any construction, alterations or additions requiring unusual expense to readapt the Leased Premises to normal office use upon Lease termination or increase the cost of construction, insurance or taxes on the Building or of Landlord's services called for by this Lease unless County first gives assurances acceptable to Landlord that such re-adaptation will be made prior to Lease termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. All changes and additions shall be part of the Building except such items as by writing at the time of approval the Parties agree shall be removed by County upon termination of this Lease.

14. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice

of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Lease.

15. ASSIGNMENT AND SUBLEASING: County shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this Lease to any person or persons without the prior written consent of the Landlord. Landlord's consent shall not be unreasonably or unduly withheld, conditioned or delayed, providing that the proposed assignee has a net worth demonstrating its financial capability to fulfill the economic provisions of this Lease as determined in the sole, but commercially reasonable judgment of the Landlord and the proposed use is acceptable to the Landlord in its sole, but reasonable discretion. County agrees not to market or advertise the Leased Premises for sublet or this Lease for assignment without the prior written consent of Landlord as to all advertising, marketing and promotional materials. In the event that any assignee or subtenant pays to County any amounts in excess of the Annual Base Rent and additional rent then payable hereunder, or pro rata portion thereof on a square footage basis for any portion of the Leased Premises, County shall promptly pay 50% of such excess to Landlord as and when received by County. If County requests Landlord's consent to assign this Lease or sublet the Premises, Landlord shall have the option, exercisable by written notice to County given within 10 days after receipt of such request, to terminate this Lease with respect to that portion of the Leased Premises being sublet as of a date specified in such notice which shall be not less than 30 or more than 60 days after the date of such notice. Any such assignment or subleasing shall not relieve County from obtaining the consent in writing of Landlord to any further assignment or subleasing.

16. COUNTY'S COVENANTS: County covenants and agrees:

A. To pay the rent as provided in the lease to Landlord and until the Lease expiration date or until possession is redelivered to Landlord, if this occurs after the Lease expiration date.

B. Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto.

C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building, in Landlord's concern to maintain the first-class business (non-medical, non-lab) nature of the Building.

D. Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. To remove, at County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aërials, flag poles, or the like not consented to in writing.

E To comply with all rules and regulations from time to time established by appropriate insurance rating organizations and with the reasonable rules and regulations established by Landlord within 30 days of receiving a written copy (a copy of which is attached as Exhibit D), which may be subject to change from time to time, and Landlord shall provide written notice to County of any such changes.

G. To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by County and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way County's Permitted Uses.

H. To keep all of County's employees working in the Leased Premises covered by worker's compensation insurance in statutory amounts and to furnish Landlord with a current certificate thereof. County reserves the right to self-insure.

17. DESTRUCTION OF PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Lease shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Lease shall continue in full force and effect, except for abatement of rent as provided herein. If the condition is such as to make the entire Leased Premises "Untenantable", then the rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as may be practicable to repair the damage. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, if Landlord should decide not to repair or restore the Leased Premises or the building, then Landlord, at Landlord's sole option may terminate this Lease by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. The County shall have sixty (60) days from receipt of written notice of such termination to fully vacate the Leased Premises. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

18. SURRENDER OF THE PREMISES: County covenants at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the

property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), broom clean and in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which County is not herein expressly made liable excepted.

19. DEFAULT:

A. By County: In the event that rent, or any installment thereof, shall remain unpaid after it becomes due and payable, or if County or County's assigns shall fail or neglect to keep and perform each and every one of the non-monetary terms of this Lease, and such failure or neglect continues for more than fifteen (15) days after written notice to County from Landlord for monetary obligations and thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice to County from the Landlord specifying the default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

B. By Landlord: In the event that the Landlord or its successors or assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County or its assigns specifying the default, then the County or its assigns, at County's option, may pursue any and all legal remedies available. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.

C. No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

20. HOLDOVER: If County shall hold possession of the Leased Premises after the expiration or termination of this Lease, the monthly Rent shall be \$26,152.00 per month and at Landlord's option (i) County shall be deemed to be occupying the Leased Premises as a tenant from month to month, not to exceed a period of 6 months during which time either party may terminate this Lease on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law in equity including an action for holding over after the date stipulated in Landlord's notice above.

21. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

22. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

23. WAIVER: The waiver at any time by the Landlord or County of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

24. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and

Section 27-19 of the Montgomery County Code 2004, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

25. NON-APPROPRIATION: This Lease is subject to the appropriation of funds. If funds are not appropriated, for any reason whatsoever, the Lease will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. County shall give Landlord at least thirty (30) days written notice of the lack of appropriation. Neither the County nor the Landlord shall make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items. In such event the County shall immediately vacate the Leased Premises upon the expiration of such notice period, but in no event later than June 30 of the calendar year in which the County does not appropriate funds.

26. CONTRACT SOLICITATION: Except for McShea & Company, Landlord represents that it has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics. Landlord is solely responsible for paying McShea and Company and any related legal fees in connection with securing this Lease Agreement.

27. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 2004, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

28. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part

is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation. Upon such condemnation or taking, the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this Lease. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

29. GENERAL PROVISIONS:

A. Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

C. Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland, without respect to choice of law provisions.

D. No Representations by Landlord. Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Leased Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to County except as herein expressly set forth.

E. Exhibits. It is agreed and understood that any Exhibits referred to herein and attached hereto form an integral part of this Lease and are hereby incorporated by reference.

F. Landlord's Approval. Whenever Landlord's consent or approval is required under the terms of this Lease, Landlord may grant or deny such consent or approval in its sole discretion unless otherwise specified herein.

G. Invalidity of Particular Provisions. If any term or provision of this Lease or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

H. Entire Agreement; Modification. This Lease and all Exhibits hereto contain all the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing, signed by the parties hereto.

I. Examination of Lease. Submission of this Lease for examination or signature by County shall not constitute reservation of or option for Lease, and the same shall not be effective as a Lease or otherwise until execution and delivery by both Landlord and County.

J. Priority of Documents: In case of any conflict between the language in this Lease and any attachments to the Lease, the language of the Lease will Prevail.

30. SUBORDINATION AND OTHER LENDER REQUIREMENTS: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Lease and the Lease, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. County

agrees to sign acceptable and appropriate papers for subordination within twenty (20) business days after Landlord's written request, provided such subordination shall be upon the express condition that the Lease shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Lease term or any extension thereof. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Lease subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. The County agrees to execute subordination documents stating that the Lease is subordinated subject to the conditions in this Paragraph.

This Lease is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest may request the County execute an estoppel certificate in the form attached as Exhibit E and made a part of this Lease.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any deed to secure debt given by Landlord and covering the Leased Premises, the County shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the owner and landlord under this Lease, provided such owner, as landlord, shall recognize the County's rights to continue to occupy the Leased Premises and exercise all of its rights hereunder so long as the County complies with the terms and provisions of this Lease. The County further covenants and agrees to attorn to any successor to Landlord's interest in any ground or underlying lease, and in that event, this Lease shall continue as a direct lease between the County and the new landlord or its successor.

In the event that the trust or mortgage lender providing the first mortgage interim construction financing for the Building and/or the first mortgage permanent financing for the Building requires, as a condition of such financing, that modifications to this Lease be obtained, and provided that such modifications (i) are reasonable, (ii) do not adversely affect the County's use of the Leased Premises as herein permitted, (iii) do not materially alter the approved Space Plan for the Leased Premises, and (iv) do not increase the rent and other sums required to be paid

by the County hereunder, then Landlord may submit to the County a written amendment to this Lease incorporating such required modifications.

31. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties hereto and each of their respective representative, successors and assigns.

32. WAIVER OF JURY TRIAL: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury located in Montgomery County, Maryland.

33. SIGNAGE: All signage shall be subject to County Code and Landlord's approval. No exterior signage shall be permissible. Landlord agrees to display, at Landlord's expense, the County's name on the Building directory or directories in the size and style or lettering used by Landlord. The number of individual names listed on the Building directory or directories shall be subject to such limitation as shall be established from time to time by Landlord. The County may display its name on the corridor wall adjacent to the Leased Premises, as directed by Landlord, in Building standard color, size and style of lettering, to be furnished by Landlord at Landlord's expense.

34. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

|

LANDLORD:

First Campus Limited Partnership
c/o Guardian Realty Management
702 Russell Avenue, Suite 400
Gaithersburg Maryland, 20877

COUNTY:

Montgomery County Maryland
Department of Public Works and
Transportation
Office of Real Estate,
101 Monroe Street, 10th
Rockville Maryland, 20850
Tel. # 240-777-6088

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this LEASE AGREEMENT to be properly executed.

WITNESS:

By: 

LANDLORD:

First Campus Limited Partnership
By: Guardian Realty Management, Inc.
As Agent for the Landlord

By: 

Anthony G. LaBarbera, President

Date: 3/8/05

WITNESS:

By: 

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: 

Joseph F. Beach, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 3/9/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: 

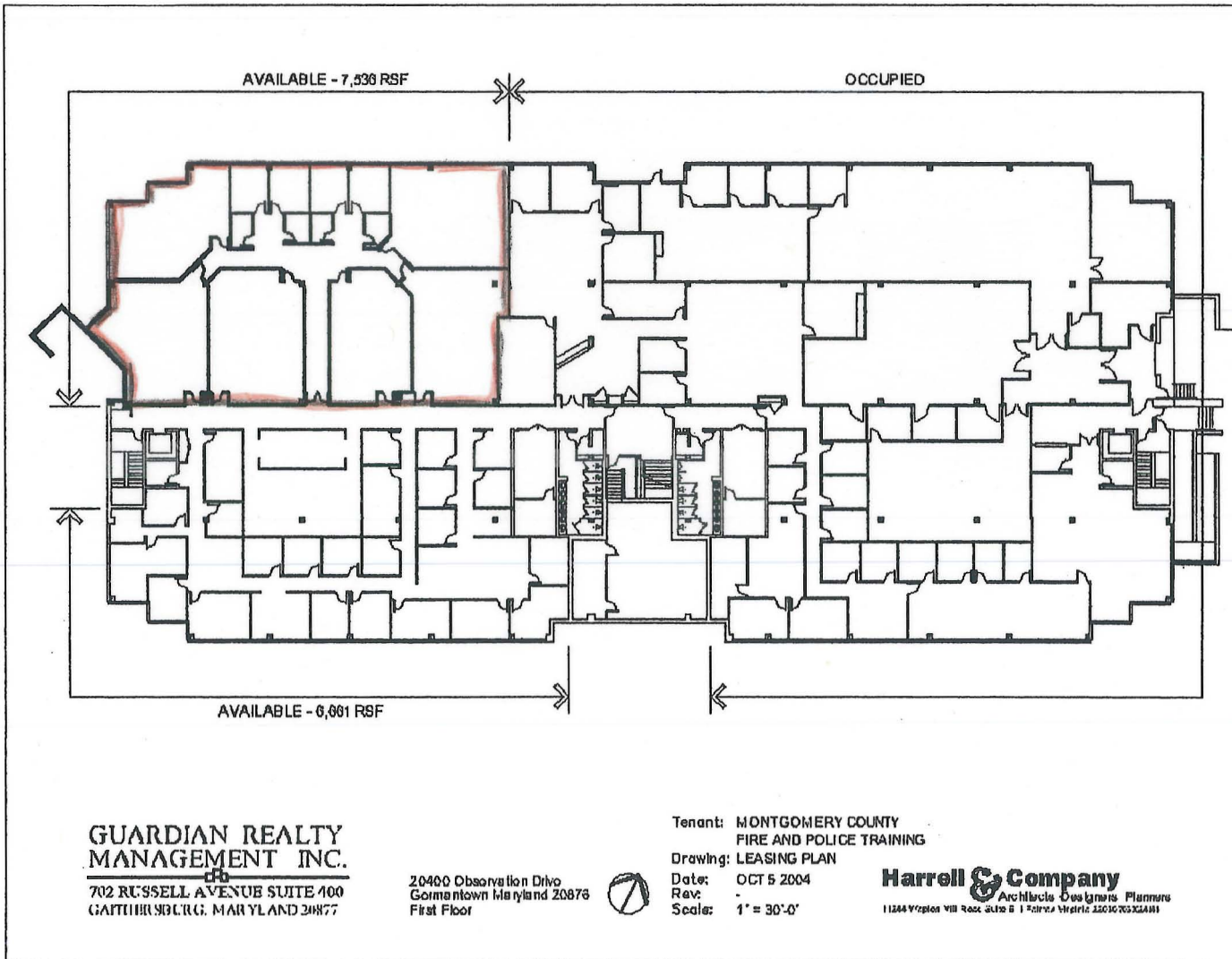
By: 

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 3/4/2005

Date: 3/1/05

Exhibit A
Floor Plan

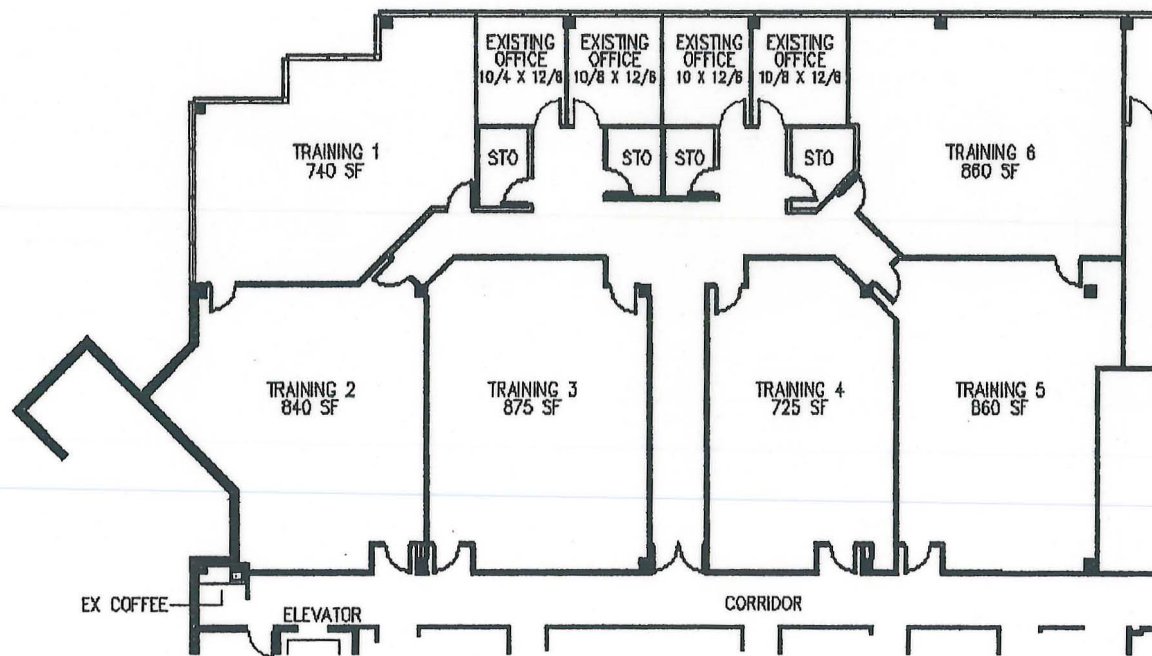


Montgomery County Maryland

By:

Joseph T. Beck
3/9/05

Exhibit B
Space Plan



**GUARDIAN REALTY
MANAGEMENT INC.**

702 RUSSELL AVENUE SUITE 400
GAITHERSBURG, MARYLAND 20877

20400 Observation Drive
Germantown Maryland 20876
First Floor



Tenant: MONTGOMERY COUNTY
FIRE AND POLICE TRAINING

Drawing: SPACE PLAN

Date: OCT 5 2004

Rev: -

Scale: 1/16" = 1'-0"

Harrell & Company
Architects • Designers • Planners

214 W. 5th St. Suite 200 • Frederick, MD 21701 • 301.352.1111

Montgomery County Maryland

By:

24 Joseph J. Buel
3/9/05

Exhibit C
Construction Schedule

Only if the Landlord is providing Construction Services, the following guidelines have been established to better facilitate the design and construction of the Leased Premises set forth in Exhibit "B". The County shall provide written notice to Landlord of its election to have Landlord provide such construction services.

IT IS IMPORTANT THAT THE COUNTY READ AND UNDERSTAND THESE GUIDELINES.

The County is requested to provide the construction project manager, Bill McKenna (phone number: (301) 417-6161, ext. 127), with the name and telephone number of the contact person authorized by the County to receive correspondence related to the design and construction of the Leased Premises. **THE CONTACT PERSON NEEDS TO BE RESPONSIVE. IT IS IMPORTANT THAT CORRESPONDENCE BE ACTED UPON AS SOON AS POSSIBLE.**

I. The preliminary space plan for the Leased Premises shall be developed, at no cost to The County, by the Space Plan Architect, Harrell & Company, the Landlord's Space Plan Architect or another space planner that Landlord designates unless The County desires to develop its own plan. Said Space Plan Architect shall develop one (1) preliminary plan. Landlord shall provide, at no cost to The County and prior to the start of construction drawings, one (1) revision to the preliminary space plan. The County will have ten (10) business days upon receipt of the preliminary space plan to review and approve such plan. If the one (1) revision is requested by The County, then The County shall have five (5) business days to approve such revised preliminary plan. If additional revisions are requested by the County, the County shall pay rent for each day of delay caused by such revisions. The costs for such additional revisions shall be borne by the County.

THE SIGNATURE BY THE COUNTY ON THE FINAL SPACE PLAN IS IMPORTANT AND MUST BE RECEIVED BY LANDLORD WITHIN FIVE (5) DAYS OF THE COUNTY'S RECEIPT OF THE FINAL SPACE PLAN FROM LANDLORD OR LANDLORD'S SPACE PLAN ARCHITECT.

II. The approved final space plan is used to develop construction drawings that include the floor plan, reflected ceiling plan, electrical plan, plumbing plan, finishing details, which have been agreed upon which are not building standard, and any other items required in the build-out.

Construction drawings will be provided to the County within a reasonable time after the approved final space plan is received. The construction drawings must be signed by the County to acknowledge the County's acceptance and approval of the construction drawings.

THE SIGNATURE ON THE CONSTRUCTION DRAWINGS IS IMPORTANT AND MUST BE RECEIVED BY LANDLORD FROM THE COUNTY WITHIN SEVEN (7) DAYS OF RECEIPT OF SAID CONSTRUCTION DRAWINGS FROM LANDLORD.

CONSTRUCTION OF THE LEASED PREMISES WILL NOT BEGIN WITHOUT THE COUNTY'S APPROVAL OF THE CONSTRUCTION DRAWINGS.

III. For each day the County delays returning any signed-off plans after the date stipulated in this exhibit, the County's occupancy of the Leased Premises may be delayed by one (1) day. However, any such delay shall not affect the Rent Commencement date as set forth in Section 1(a)(9)(a) of this Lease, and the County shall pay rent for each such day of delay.

IV. The approved construction drawings will be used to request bids from subcontractors to perform tenant improvement work and to obtain building permits for the Leased Premises. Additions, deletions, changes or modifications (hereafter "alterations") to construction drawings subsequent to the County's signed acknowledgment of approval are discouraged.

In the event the County shall desire an alteration to the construction drawings, it will be necessary to coordinate the alteration with the construction project manager assigned to coordinate the construction of the Leased Premises.

V. Alteration to construction drawings can be accommodated subject to the following conditions:

A. No alteration will be performed without written request from the County and subsequent written approval by Landlord. The County should obtain a written approval from Landlord for its files.

B. Landlord shall have no obligation to approve such alteration except insofar as, in Landlord's sole opinion, such changes can be accommodated based upon the status of the work in progress.

C. The County shall pay to Landlord, prior to the start of any alteration, the informal estimate of the cost, including five percent (5%) profit and ten percent (10%) overhead, of the alteration. It is understood and agreed that the cost of the alteration shall include an administrative charge of Two Hundred Dollars (\$200.00) per alteration or change order initiated by the County after final approval of the construction drawings and specifications. In the event the cost of the alteration exceeds the estimate, the County shall pay the difference immediately when invoiced. In the event the cost of the alteration is less than the estimate, Landlord shall credit the County for such difference.

D. Any delays in the completion of the Leased Premises resulting from alterations shall not delay the Rent Commencement Date of the Lease Term or the County's obligation to pay rent.

VI. The County must provide the Space Plan Architect with the County's selection of the finishes to be used in the Leased Premises **within three (3) days after the County's approval of the Construction Drawings**. Either the Space Plan Architect or the Construction Manager shall schedule a meeting with the County to review and select finishes from the available building standard finishes.

THE INABILITY BY THE COUNTY TO PROVIDE SELECTIONS WITHIN THE SPECIFIED PERIOD OF TIME MAY CREATE DELAYS IN THE COMPLETION OF THE LEASED PREMISES. PLEASE NOTE THAT ANY DELAY IN THE COMPLETION OF THE LEASED PREMISES RESULTING FROM THE COUNTY'S INABILITY TO PROVIDE SELECTIONS WITHIN THE SPECIFIED PERIOD OF TIME SHALL NOT DELAY THE RENT COMMENCEMENT DATE OF THE LEASE TERM OR THE COUNTY'S OBLIGATION TO PAY RENT.

(If the County experiences any difficulty with the design or construction of the Leased Premises that is not being acted upon by any of Landlord's contractors in a manner acceptable to the County, the Landlord should be immediately notified as outlined in the notice provisions of the Lease.)

Exhibit D

RULES AND REGULATIONS

County shall, and shall insure that County's agents, servants, employees, invitees and guests, faithfully keep, observe and perform the following rules and regulations, and such other reasonable rules and regulations as Landlord may make, and which in Landlord's sole judgment are appropriate for the general well being, safety, care and cleanliness of the Leased Premises and the Building and its related exterior appurtenances, unless waived in writing by Landlord.

(a) The sidewalks, entries, passages, elevators, public corridors, stairways and other common areas of the Building shall not be obstructed or used for any other purpose than ingress and egress.

(b) County shall not install or permit the installation of any drapes, curtains, awnings, shades, mylar films, sunfilters, or the like, on or attached to windows.

(c) All window blinds provided by Landlord shall be left down at all times adjusted to allow natural light infiltration.

(d) The doors from the corridors to the Leased Premises shall be kept closed during business hours, except when being used for ingress or egress.

(e) County shall not use or operate, within the Leased Premises or elsewhere in the Building, any supplemental heating device with an exposed heating element ("space heater").

(f) County shall not construct, maintain, use or operate, within the Leased Premises or elsewhere in the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Leased Premises.

(g) Floor distribution boxes for electric and telephone wires shall remain accessible at all times.

(h) Bicycles, motor scooters or any other type of vehicle shall not be brought into the lobby or elevators of the Building, or into the Leased Premises, or parked on the sidewalk or parking spaces, except as required by law. Such vehicles will be allowed only in areas designated by Landlord.

(i) No animal shall be permitted within the Leased Premises or anywhere in the Building at any time except for service animals for ADA compliance as required.

(j) County will not conduct any activity within the Leased Premises which will create excessive traffic anywhere in the Building.

(k) Parking shall be in designated areas in numbers as allowed by Landlord.

(l) County shall not make any room-to-room solicitation of business from other tenants in the Building and County acknowledges that canvassing and peddling of any kind in the Building are prohibited. County shall not distribute any handbills or other advertising matter on automobiles parked in the parking area.

(m) Immediately upon the sounding of the Building fire alarm, County, its agents, employees and invitees shall use marked exits and exit stairways to evacuate the Building.

(n) Smoking of any tobacco product is prohibited throughout the entire Building, pursuant to the current established county regulations.

(o) Eating and drinking are prohibited in the common areas of the Building.

Landlord shall in no event be liable to County for its failure to enforce any rules or regulations or for the breach of any rules or regulations by any other tenant of the Building.

Exhibit E

Form of Estoppel

TENANT ESTOPPEL CERTIFICATE

To: , its successors and/or assigns ("**Lender**")
 , its successors and/or assigns ("**Purchaser**")

Re: Property Address: ("**Property**")
Lease Date:
Between ("**Landlord**") and
Montgomery County, Maryland ("**Tenant**")
Square Footage Leased:
Suite No./Floor: ("**Premises**")

Landlord has requested that Tenant provide Landlord with an estoppel certificate as permitted from time to time under the terms of the above-referenced lease ("**Lease**"). Tenant hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on _____, and terminates on _____. The Lease provides for _____ renewal/extension option(s) of _____ (months/years) each. Tenant has exercised _____ renewal/extension options on the date that this Certificate is issued by Tenant.
- (3) The amount of fixed monthly rent is \$ _____; the monthly common area or other charges are \$ _____. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200_. Except the first installment of rent, no rent has been paid more than one (1) month in advance of its due date.
- (4) Tenant paid no security deposit under the terms of the Lease. Tenant has paid rent for the Premises through _____, 200_.
- (5) Tenant currently occupies the Premises.
- (6) All work to be completed by Landlord for the Tenant prior to occupancy has been performed as required and has been accepted by the Tenant; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to Tenant.
- (7) As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by Tenant, Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.

- (8) Tenant is not in default under the Lease.
- (9) Tenant has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to Tenant should be sent in the form required in the Lease to:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street
10th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

- (11) The undersigned is duly authorized to execute this Certificate.

TENANT:
Montgomery County, Maryland

By: _____

Title: _____

Date: _____

2812-714

CERTIFICATE OF COMMENCEMENT

In accordance with Section 2 of the Deed of Lease between First Campus, LP ("Landlord") and Montgomery County Maryland ("Tenant"), dated March 9' 2005. Landlord delivers to Tenant this Certificate of Commencement ("Certificate") dated this 13th day of July 2005. The undersigned Tenant hereby certifies the following information to be true and correct:

1. The Commencement Date of the Lease Term is July 8, 2005
2. The Rent Commencement Date of the Lease Term is July 8, 2005
3. The Expiration Date of the Lease Term is July 31, 2010.
4. The Rentable Area of the Demised Premises is 7,536 rentable square feet.
5. Tenant's Proportionate Share of the Building is 11%
6. The Base Annual Rent is \$ 153,734.40
7. The Base Monthly Rent is \$ 12,811.20
8. The Amount of Security Deposit is none.

TENANT:

Montgomery County Maryland

By: Cynthia L. Brennerman
Name: Cynthia L. Brennerman
Title: Director, Office of Real Estate

State of Maryland
County of Montgomery) to wit:

Signed and sealed in my presence this 3rd day of August

Wanda C. Whorton
Notary Public

My Commission Expires: _____

WANDA C. WHORTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2008